RECEIVED AND FILED

IN THE CIRCUIT COURT OF ADAMS COUNTY, MISSISSIPPI

MAR 1 6 2016

EDWARD C. WALKER, CIRCUIT CLERK BY______D.C.

CHARLES COACH

PLAINTIFF

versus

Cause No.: 16-KV-0017-J

UNION SECURITY INSURANCE COMPANY, and JOHN DOE DEFENDANTS 1 THROUGH 3

DEFENDANTS

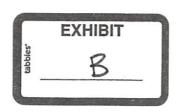
COMPLAINT

Plaintiff Charles Coach (hereinafter Plaintiff or "Coach") seeks damages for failure to pay benefits due under an insurance contract. Plaintiff would show as follows:

PARTIES and JURISDICTION

- Plaintiff Charles Coach is an adult resident citizen of Adams County,
 Mississippi.
- 2. Defendant Union Security Insurance Company ("USIC") is a foreign corporation, and is authorized to conduct business within the State of Mississippi. In accordance with MRCP 4, USIC may be served with the Summons via its agent: United States Corporation Company, 5760 I-55 North, Suite 150, Jackson, MS 39211.
- 3. The John Doe Defendants are believed to be residents of the State Of Mississippi who were involved in the procurement of the insurance coverage referenced herein. The identity of these parties will be obtained during discovery, and added as defendants.

JURY TRIAL DEMANDED



TRUE COPY

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FDWARD C. WALKER CIRCUIT CLERK

4. This Court has subject matter jurisdiction of this controversy, personal jurisdiction over the parties, and venue of this action is appropriate in Adams County as the insurance contract referenced herein was entered into in such county.

FACTS and OCCURRENCE

- 5. In approximately May 2012, the Plaintiff's spouse procured a policy of insurance providing cancer benefits through "Assurant Employee Benefits" which was underwritten and issued by Defendant USIC. See Exhibits A and B attached hereto.
- 6. Plaintiff Coach was covered under the referenced cancer policy via available "spouse coverage".
- 7. The initial coverage obtained in approximately May 2012 was described as "Level 1 Benefits".
- 8. In approximately May 2013, at the suggestion of the USIC representative, Plaintiff's spouse increased benefits coverage to "Level 2 Benefits" and the increased in premium was thereafter paid.
- 9. The referenced cancer benefits policy provided for a list of monetary benefits for various cancer related services. The benefits provided for Level 2 are generally greater than Level 1.
- 10. In approximately June or July 2014, a Level 2 claim for cancer benefits was submitted on behalf of Plaintiff Coach.
- 11. USIC tendered a benefits check in payment of the referenced claim. See Exhibit C attached hereto.

- 12. The USIC tender of benefits referenced herein was for Level 1 benefits.
- 13. Plaintiff and/or Plaintiff's spouse contacted the USIC claims department and informed such representative of the failure to pay the appropriate benefit amount.
- 14. The USIC claim department informed the Plaintiff or Plaintiff's spouse that no more benefits were due and no more benefits would be paid.
- 15. Plaintiff and/or Plaintiff's spouse quit paying on the policy when USIC refused to honor the contractual agreement.

FIRST CAUSE OF ACTION

- 16. USIC has wrongfully denied payment of the appropriate contractual amount of the claim for benefits referenced herein.
- 17. The denial of the appropriate claim for benefits mentioned herein constitutes a tortious breach of contract without arguable or legitimate reason, and/or a malicious breach of contract, and/or an intentional tort, and/or gross negligence equivalent to an independent or intentional tort, entitling Plaintiff to recover punitive damages for breach of contract.
- 18. The actions of Defendant USIC were committed with malice, gross negligence, or with willful, wanton, and reckless disregard for the rights of it's the insured Plaintiff. Such actions were without justification and without an arguable reason and were committed in bad faith. Consequently, Defendant is liable for punitive damages.
- 19. Plaintiff is also entitled to interest on the benefit amount which has been wrongfully denied. The interest is due from the time such claim was presented to Defendant.

- 20. Additionally, Plaintiff incurred additional cancer treatment which would have been covered under the cancer benefits policy. Plaintiff is entitled to payment of such benefits.
- 21. Accordingly, Plaintiff Coach seeks judgment of actual and consequential damages, punitive damages, pre-judgment interest, post-judgment interest, reasonable attorneys' fees and all other costs as more fully set forth in the prayer for relief.

SECOND CAUSE OF ACTION: ALTERNATIVE

- 22. Plaintiff asserts an alternative cause of action against the unknown John Doe Defendants for failure to procure the Level 2 Benefits in approximately May 2013.
- 23. Such failure to procure the proper benefit level has deprived Plaintiff of the proper amount of benefits due under the cancer benefit policy.
- 24. Such failure to procure the proper benefit level constitutes gross negligence, or willful, wanton, and reckless disregard for the rights of the Plaintiff. Such actions were without justification and without an arguable reason and were committed in bad faith. Consequently, such defendants are liable for punitive damages.

PRAYER FOR RELIEF and AD DAMNUM

- 25. WHEREFORE, Plaintiff Coach demands judgment against Defendant or Defendants as follows:
 - A. Actual and consequential damages in a monetary sum, in excess of the minimal jurisdiction amount of this Court, such amount to be set by the Jury;
 - B. Punitive damages in a sum to be set by the Jury;

- C. Attorney's fees and expenses in an amount to be determined on post-judgment motion;
- D. Prejudgment and post-judgment interest as allowed by law;
- E. Taxation of all costs of this proceeding against the Defendant; and
- F. Any further general relief warranted and appropriate under the circumstances.
- 26. PLAINTIFF DEMANDS TRIAL BY JURY.

Respectfully submitted,

PLAINTIFF CHARLES COACH

BY:

Miss. Bar No. 4218

Attorneys for Plaintiff:

ROBERT BOYD and ASSOCIATES PLLC Robert C. Boyd Miss. Bar No. 4218

Mailing Address:
Post Office Box 1297
Clinton, MS 39060

<u>Street Address</u>: 103 Woodchase Park Drive Clinton, MS 39056

Telephone: 601-925-5511 Facsimile: 601-925-5533

Email: RobertBoyd@BoydAttorneys.com

Coach.2366.Pleading.001





Natchez Regional Medical Center

announces Cancer Insurance protection

Employee Benefits®

Focus on winning the battle

Understanding the risk is crucial to preparing to win the battle. Even with significant advances in medical freatment, 1 in 3 Americans are expected to get cancer in their lifetime.

Advances in early detection, medicines, surgical procedures, chemotherapy, as well as alternative treatments have improved the odds of surviving cancer, resulting in a five-year survival rate of 66%.¹

With increases in cancer treatment options comes increased costs. In 2007, the National Institute of Health estimated the overall cost of cancer to be in excess of \$219 billion. Patients are facing increasing out-of-pocket charges for deductibles, co-pays, or other associated costs.

¹ American Cancer Society, National Cancer Facts & Figures, 2008.

Cancer Insurance can help provide financial assistance

This Cancer Insurance policy provides fixed benefits for early detection and covers treatment of certain kinds of cancer, including related expenses such as screenings, hospital confinement, radiation, chemotherapy, surgery and more. Benefits are paid directly to you regardless of any other coverage you may have and you can spend it any way you choose.

Key Advantages of This Plan

- Benefits are payable directly to you to be spent any way you choose
- Pays in addition to any other coverage you may have
- Fast and accurate claims service
- Coverage is fully portable if you change jobs you can take your coverage with you

This is a cancer only insurance policy. It does not pay benefits for loss from any other cause. This policy provides limited benefits and has some specific benefit limits. This is not a medical insurance policy, a-Medicare Supplement-policy, or a high-deductible health plan.—Please refer to the issued insurance policy for complete details and all benefit requirements, including all limitations, exclusions, and restrictions. We reserve the right to cancel the policy with advance written notice to the policyholder. Insurance policies and certain policy benefits are subject to state variations and availability. Issued insurance contracts determine all plan features and benefits. Always review your insurance certificate booklet and cancer insurance policy for complete contract provisions.

NO. __A___

Assurant Employee Benefits is the brand name for insurance products underwritten and issued by Union Security Insurance Company

20130502 2823728/CAN/1 Cancer Only - Plan 1



1 Riverfront Plaza Weştbrook, ME 04092-9700 Phone: (877) 820-5306 Fax: (866) 376-9480

May 08, 2014

Debra Coach 20 West Woodlawn Ave. Natchez, MS 39120

Group Number: 4998167

Dear Ms. Coach,

Your claim for Cancer benefits has been received and will be reviewed in the next few days. If additional information is needed we will contact you. In the meantime, you may contact us at (877) 820-5306 if you have any questions.

Assurant Employee Benefits does not disclose any personal information, financial or health, unless otherwise permitted by law. If you would like more information, you may obtain a copy of our Privacy Notice by contacting us at Assurant Employee Benefits, Attention: Privacy Officer, P.O. Box 419052, Kansas City, MO 64141-6052 or visit our website at www.assurant.com.

Sincerely,

Donna Sparks
Donna Sparks
Integrated Long Term & LWOP

(877) 820-5306

EXHIBIT NO. __B CO

Payee ID 000297838



ASSURANT Employee Benefits*

Explanation of Benefits Check Date: 07/10/2014

Union Security Insurance Co One Riverfront Plaza Westbrook, ME 04092-9700

Debra Coach 20 West Woodlawn Ave.

Natchez, MS 39120

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Notes

IF YOU HAVE ANY QUESTIONS, PLEASE CALL 877-820-5306

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TO THE ORDER OF	Debra Coach 20 West Woodlawn	Ave.			Sang L	ous.	Socurity Ioniurel Ioniurel Digials on back

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Natchez, MS 39120



IN THE CIRCUIT COURT OF ADAMS COUNTY, MISSISSIPPI

CHARLES COARCH

PLAINTIFF

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CAUSE NO. 16-KV-0017-J

UNION SECURITY INSURANCE COMPANY And JOHN DOE DEFENDANTS 1 THROUGH 3

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

TO: Union Security Insurance Company

Via Agent: United States Corporation Company

5760 I-55 North, Suite 150 Jackson, Mississippi 39211

NOTICE TO DEFENDANTS

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to the attorney for the Plaintiff at: ROBERT BOYD and ASSOCIATES PLLC. 103 WOODCHASE PARK DRIVE, CLINTON, or POST OFFICE BOX 1297, CLINTON, MISSISSIPPI 39060-1297.

Your response must be mailed or delivered within thirty (30) days from the date of delivery of this Summons and Complaint or a judgment by default will be entered against you for the money and other things demanded in the Complaint.

You must also file the original of this response with the Clerk of this Court within a reasonable time.

Issued, this the 16th day of March



Circuit Clerk of Adams County, Mississippi

BY: Eta gunius

JUL 0 / 2016

EDWARD WALKER, CIRCUIT CLERK

IN THE CIRCUIT COURT OF ADAMS COUNTY, MISSISSIPPI					
CHARLES COARCH		PLAINTIFF U. KV DOIT-T			
v.	CAUSE NO.	16-KV-0017-J			
UNION SECURITY INSUR And JOHN DOE DEFEND	ANCE COMPANY ANTS 1 THROUGH 3	DEFENDANTS			
	SUMMONS				
	THE STATE OF MISSISSIPPI	NOTE: Interrogatories, and Requests For Production Served with Summons			
TO: Union Security Ins	urance Company	and Complaint			
Via Agent:	United States Corporation Com 5760 I-55 North, Suite 150 Jackson, Mississippi 39211	pany			
<u>1</u>	NOTICE TO DEFENDANT	<u>rs</u>			
THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.					
Complaint to the afformay	mail or hand-deliver a copy of a w for the Plaintiff at: ROBERT BOYI (DRIVE, CLINTON, or POST OFI	and ASSOCIATES PLLC,			
Your response must be mailed or delivered within thirty (30) days from the date of delivery of this Summons and Complaint or a judgment by default will be entered against you for the money and other things demanded in the Complaint.					
a reasonable time.	the original of this response with th	e Clerk of this Court within			
Issued, this the	oth day of March	, 2016.			
	Circuit Clerk of Adams (County, Mississippi			
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	PROOF OF SERVICESUMMONS (Process Server)
Inion Security Insman	u Compay - Via Agent United States Corp. Co Heather Nicholas
	ss server, served the summons and complaint upon the person or entity named above in the erver must check proper space and provide all additional information that is requested and id):
on the date stated in the attache acknowledgement and return envel	AND ACKNOWLEDGEMENT SERVICE. By mailing (by first class mail, postage prepaid), d Notice, copies to the person served, together with copies of the form of notice and ope, postage prepaid, addressed to the sender (Attach completed acknowledgement of receipt
PERSONAL SERVICE. on the 15 day of 7 Hids the State of 1	I personally delivered copies to Heather Nicholas - United States Corp. Co. 2016, where I found said person(s) in County of Mississippi.
RESIDENCE SERVICE county, Mississi the usual place of abode of said pe is the (wife, husband, son, daughte age of sixteen years and willi	After exercising reasonable diligence I was unable to deliver copies to said person within ppi. I served the summons and complaint on theday of, 20, at son by leaving a true copy of the summons and complaint with who re or other person as the case may be), a member of the family of the person served above the ng to receive the summons and complaint, and thereafter on the day of mailed (by first class mail, postage prepaid) copies to the person served at his or her usual
CERTIFIED MAIL SER	EVICE. By mailing to an address outside Mississippi (by first class mail, postage prepaid, the person served. (Attach signed return receipt or the return envelope marked "Refused.")
At the time of service I was at	least 18 years of age and not a party to this action.
Fee for service: \$55. 6	<u>O</u>
Process server must list below	: [Please print or type]
Name	Alea Werkheiser
Social Security No.	XXX-XX-0340
Address	103 Woodchase Park Prive Clinton, Us 39056
	Clinton, Us 39056
Telephone No.	601-624-3034
State of Mississippi County of 1703	<u> </u>
Personally appeared before m named who being first by me duly Service-Summons" are true and con	e the undersigned authority in and for the state and county aforesaid, the within sworn states on oath that the matters and facts set forth in the foregoing "Proof of rect as therein stated. Obsal Delle
Sworn to and subscribed before me	this the 15 day of June 20 16.
	Notary Public
My Commission Expires:	LISA MILLER
. (seal)	Commission Expires